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11 NATIONAL LIFE INSURANCE COMPANY

12  
13 UNITED STATES DISTRICT COURT OF CALIFORNIA

14  
15 CENTRAL DISTRICT OF CALIFORNIA

16 LOVADA WORKMAN, No. 2:17-CV-04515-ODW (SSx)

17 Plaintiff,

**STIPULATED PROTECTIVE  
ORDER**

18 vs.

19 Amended Complaint Filed: 08/31/17  
20 Trial Date: 05/07/19

DEARBORN NATIONAL LIFE  
INSURANCE COMPANY,

Defendant. /

21 1. A. PURPOSES AND LIMITATIONS

22 Discovery in this action is likely to involve production of confidential,  
23 proprietary, or private information for which special protection from public  
24 disclosure and from use for any purpose other than prosecuting this litigation may be  
25 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter  
26 the following Stipulated Protective Order. The parties acknowledge that this Order  
27 does not confer blanket protections on all disclosures or responses to discovery and  
28 that the protection it affords from public disclosure and use extends only to the

1 limited information or items that are entitled to confidential treatment under the  
2 applicable legal principles. The parties further acknowledge, as set forth in Section  
3 12.3, below, that this Stipulated Protective Order does not entitle them to file  
4 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures  
5 that must be followed and the standards that will be applied when a party seeks  
6 permission from the court to file material under seal.

7       B. GOOD CAUSE STATEMENT

8       This action is likely to involve information protected by the attorney-client  
9 privilege and/or attorney work product doctrine for which special protection from  
10 public disclosure and from use for any purpose other than prosecution of this action is  
11 warranted. It is also possible that as this case proceeds other information may be  
12 produced, which is business proprietary. Such confidential materials and information  
13 consist of information which may be privileged or otherwise protected from  
14 disclosure under state or federal statutes, court rules, case decisions, or common law.  
15 Accordingly, to expedite the flow of information, to facilitate the prompt resolution  
16 of disputes over confidentiality of discovery materials, to adequately protect  
17 information the parties are entitled to keep confidential, to ensure that the parties are  
18 permitted reasonable necessary uses of such material in preparation for and in the  
19 conduct of trial, to address their handling at the end of the litigation, and serve the  
20 ends of justice, a protective order for such information is justified in this matter. It is  
21 the intent of the parties that information will not be designated as confidential for  
22 tactical reasons and that nothing be so designated without a good faith belief that it  
23 has been maintained in a confidential, non-public manner, and there is good cause  
24 why it should not be part of the public record of this case.

25       2. DEFINITIONS

26       2.1     Action: This pending federal lawsuit entitled “Lovada Workman,  
27 Plaintiff v. Dearborn National Life Insurance Company, Defendants” filed in the  
28 United States District of California, Central District, on or about June 19, 2017,

1 amended on or about August 31, 2017, and assigned Case Number. 2:17-CV-04515-  
2 ODW-SS.

3       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
4 of information or items under this Order.

5       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify for protection  
7 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
8 Cause Statement.

9       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
10 support staff).

11       2.5 Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL.”

14       2.6 Disclosure or Discovery Material: all items or information, regardless of  
15 the medium or manner in which it is generated, stored, or maintained (including,  
16 among other things, testimony, transcripts, and tangible things), that are produced or  
17 generated in disclosures or responses to discovery in this matter.

18       2.7 Expert: a person with specialized knowledge or experience in a matter  
19 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
20 an expert witness or as a consultant in this Action.

21       2.8 House Counsel: attorneys who are employees of a party to this Action.  
22 House Counsel does not include Outside Counsel of Record or any other outside  
23 counsel.

24       2.9 Non-Party: any natural person, partnership, corporation, association, or  
25 other legal entity not named as a Party to this action.

26       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
27 to this Action but are retained to represent or advise a party to this Action and have  
28

1 appeared in this Action on behalf of that party or are affiliated with a law firm which  
2 has appeared on behalf of that party, and includes support staff.

3       2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8       2.13 Professional Vendors: persons or entities that provide litigation support  
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12       2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
15 from a Producing Party.

16       3. SCOPE

17       The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected Material. Any  
22 use of Protected Material at trial shall be governed by the orders of the trial judge.  
23 This Order does not govern the use of Protected Material at trial.

24       4. DURATION

25       Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with

1 or without prejudice; and (2) final judgment herein after the completion and  
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
3 including the time limits for filing any motions or applications for extension of time  
4 pursuant to applicable law.

5. **DESIGNATING PROTECTED MATERIAL**

6. 5.1 **Exercise of Restraint and Care in Designating Material for Protection.**

7. Each Party or Non-Party that designates information or items for protection  
8. under this Order must take care to limit any such designation to specific material that  
9. qualifies under the appropriate standards. The Designating Party must designate for  
10. protection only those parts of material, documents, items, or oral or written  
11. communications that qualify so that other portions of the material, documents, items,  
12. or communications for which protection is not warranted are not swept unjustifiably  
13. within the ambit of this Order.

14. Mass, indiscriminate, or routinized designations are prohibited. Designations  
15. that are shown to be clearly unjustified or that have been made for an improper  
16. purpose (e.g., to unnecessarily encumber the case development process or to impose  
17. unnecessary expenses and burdens on other parties) may expose the Designating  
18. Party to sanctions.

19. If it comes to a Designating Party's attention that information or items that it  
20. designated for protection do not qualify for protection, that Designating Party must  
21. promptly notify all other Parties that it is withdrawing the inapplicable designation.

22. 5.2 **Manner and Timing of Designations.** Except as otherwise provided in  
23. this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
24. stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25. under this Order must be clearly so designated before the material is disclosed or  
26. produced.

- Designation in conformity with this Order requires:
- (a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).
- A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).
- (b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.
- (c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants

1 protection, the Producing Party, to the extent practicable, shall identify the protected  
2 portion(s).

3       5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive the  
5 Designating Party's right to secure protection under this Order for such material.  
6 Upon timely correction of a designation, the Receiving Party must make reasonable  
7 efforts to assure that the material is treated in accordance with the provisions of this  
8 Order.

9       6.      CHALLENGING CONFIDENTIALITY DESIGNATIONS

10       6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
11 designation of confidentiality at any time that is consistent with the Court's  
12 Scheduling Order.

13       6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process under Local Rule 37.1 et seq.

15       6.3     The burden of persuasion in any such challenge proceeding shall be on  
16 the Designating Party. Frivolous challenges, and those made for an improper purpose  
17 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
18 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
19 or withdrawn the confidentiality designation, all parties shall continue to afford the  
20 material in question the level of protection to which it is entitled under the Producing  
21 Party's designation until the Court rules on the challenge.

22       7.      ACCESS TO AND USE OF PROTECTED MATERIAL

23       7.1     Basic Principles. A Receiving Party may use Protected Material that is  
24 disclosed or produced by another Party or by a Non-Party in connection with this  
25 Action only for prosecuting, defending, or attempting to settle this Action. Such  
26 Protected Material may be disclosed only to the categories of persons and under the  
27 conditions described in this Order. When the Action has been terminated, a  
28

1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6       7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10           (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
11 well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13           (b) the officers, directors, and employees (including House Counsel) of  
14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15           (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18           (d) the court and its personnel;

19           (e) court reporters and their staff;

20           (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23           (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information;

25           (h) during their depositions, witnesses, and attorneys for witnesses, in  
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
27 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
28 will not be permitted to keep any confidential information unless they sign the

1       “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may be  
4 separately bound by the court reporter and may not be disclosed to anyone except as  
5 permitted under this Stipulated Protective Order; and

6                     (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8       PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
9       OTHER LITIGATION

10      If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13                     (a) promptly notify in writing the Designating Party. Such notification  
14 shall include a copy of the subpoena or court order;

15                     (b) promptly notify in writing the party who caused the subpoena or  
16 order to issue in the other litigation that some or all of the material covered by the  
17 subpoena or order is subject to this Protective Order. Such notification shall include  
18 a copy of this Stipulated Protective Order; and

19                     (c) cooperate with respect to all reasonable procedures sought to be  
20 pursued by the Designating Party whose Protected Material may be affected.

21      If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this  
23 action as “CONFIDENTIAL” before a determination by the court from which the  
24 subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action to  
28 disobey a lawful directive from another court.

1       9.     A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2       PRODUCED IN THIS LITIGATION

3                 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8                 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party's confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party's  
11 confidential information, then the Party shall:

12                         (1) promptly notify in writing the Requesting Party and the Non-  
13 Party that some or all of the information requested is subject to a confidentiality  
14 agreement with a Non-Party;

15                         (2) promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18                         (3) make the information requested available for inspection by the  
19 Non-Party, if requested.

20                         (c) If the Non-Party fails to seek a protective order from this court  
21 within 14 days of receiving the notice and accompanying information, the Receiving  
22 Party may produce the Non-Party's confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
24 Party shall not produce any information in its possession or control that is subject to  
25 the confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27 of seeking protection in this court of its Protected Material.

- 1      10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**
- 2      If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
- 3      Protected Material to any person or in any circumstance not authorized under this
- 4      Stipulated Protective Order, the Receiving Party must immediately (a) notify in
- 5      writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
- 6      to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
- 7      persons to whom unauthorized disclosures were made of all the terms of this Order,
- 8      and (d) request such person or persons to execute the “Acknowledgment and
- 9      Agreement to Be Bound” that is attached hereto as Exhibit A.
- 10     11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
- 11     **PROTECTED MATERIAL**
- 12     When a Producing Party gives notice to Receiving Parties that certain
- 13     inadvertently produced material is subject to a claim of privilege or other protection,
- 14     the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
- 15     Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
- 16     may be established in an e-discovery order that provides for production without prior
- 17     privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
- 18     parties reach an agreement on the effect of disclosure of a communication or
- 19     information covered by the attorney-client privilege or work product protection, the
- 20     parties may incorporate their agreement in the stipulated protective order submitted to
- 21     the court.
- 22     12. **MISCELLANEOUS**
- 23        12.1 Right to Further Relief. Nothing in this Order abridges the right of any
- 24        person to seek its modification by the Court in the future.
- 25        12.2 Right to Assert Other Objections. By stipulating to the entry of this
- 26        Protective Order no Party waives any right it otherwise would have to object to
- 27        disclosing or producing any information or item on any ground not addressed in this
- 28

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to use in evidence of any of the material covered by this Protective Order.

3       12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information in  
8 the public record unless otherwise instructed by the court.

9       13. FINAL DISPOSITION

10       After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in this  
13 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving  
16 Party must submit a written certification to the Producing Party (and, if not the same  
17 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
18 (by category, where appropriate) all the Protected Material that was returned or  
19 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
20 abstracts, compilations, summaries or any other format reproducing or capturing any  
21 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section 4 (DURATION).

28

1       14. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or monetary  
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5  
6 Dated: October 10, 2018                   KANTOR & KANTOR, LLP

7  
8 By: /s/ Corrine Chandler  
9 GLENN R. KANTOR  
10 MITCHELL O. HEFTER  
11 CORINNE CHANDLER  
12 Attorneys for Plaintiff  
13 LOVADA WORKMAN

14  
15 Dated: October 10, 2018                   FORAN GLENNON PALANDECH  
16 PONZI & RUDLOFF PC

17  
18 By: /s/ Edward P. Murphy  
19 EDWARD P. MURPHY  
20 Attorney for Defendant DEARBORN NATIONAL  
21 LIFE INSURANCE COMPANY

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23  
24 DATED: 10/11/18

25  
26  
27  
28 /S/  
29 Suzanne H. Segal  
30 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on October \_\_\_, 2018 in the case of "Lovada Workman, Plaintiff v. Dearborn National Life Insurance Company, Defendants", Case Number. 2:17-CV-04515-ODW-SS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_